17 MISC 174

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE THE APPLICATION OF FRONTLINE SHIPPING LIMITED, REQUEST FOR DISCOVERY PURSUANT TO 28 U.S.C. § 1782.	Civil Action No. 17-Misc. _____

RECEIVED
MAY 25 2017
U.S.D.C. S.D. N.Y.
CASHIERS

DECLARATION OF CHRISTOPHER M. WALKER

I, Christopher M. Walker, hereby declare and state as follows:

1. I am a duly qualified attorney, and in-house legal counsel for Frontline Management, the management company for Applicant Frontline Shipping Limited ("Frontline").

2. I submit this declaration in support of Frontline's application for discovery pursuant to 28 U.S.C. § 1782.

3. I am familiar with the facts underlying Frontline's application and its worldwide applications against Emirates Trading Agency LLC.

4. Frontline, as disponent owner of the *M/V FRONT CLIMBER* (the "Vessel"), and East International Limited ("EAST"), as charterer, entered into a time charter dated May 2, 2007, for a period of five (5) years at a daily rate of hire of US$40,500 per day (the "Charter"). A true and correct copy of the fixture message dated April 17, 2007 memorializing the Charter is attached as Exhibit 1.

5. Emirates Trading Agency LLC ("ETA") countersigned the Charter, thereby guaranteeing the performance of its affiliate EAST. A true and correct copy of the Charter, including the countersignature by ETA, is attached as Exhibit 2.

6. In September 2009 EAST was placed in compulsory liquidation.

7. Notwithstanding liquidation proceedings, performance under the Charter continued until March 18, 2011.

8. When payment stopped on March 18, 2011, disputes arose and, in accordance with the terms of the Charter, Frontline initiated arbitration in London in accordance with the rules of the London Maritime Arbitration Association against EAST and ETA.

9. Although Frontline commenced arbitration proceedings against both EAST and ETA, given that EAST was in compulsory liquidation, Frontline pursued the arbitration solely against ETA.

10. On or about April 24, 2012, the arbitration tribunal issued a Final Partial Arbitration Award in favor of Frontline and against ETA in the sum of US$3,741,107.07, together with interest at the rate of 5% compounded quarterly. This sum represented the hire that had not been paid from March 18, 2011 through June 30, 2011.

11. On or about July 23, 2014, the arbitration tribunal issued a Second Final Partial Arbitration Award in favor of Frontline and against ETA. A true and correct copy of the Second Final Partial Arbitration Award dated July 23, 2014 is attached as Exhibit 3.

12. The Second Final Partial Arbitration Award, found against ETA and awarded Frontline the balance of hire in the sum of US$2,750,025.35, plus interest and costs. From April 1, 2011 to October 10, 2011 the Vessel was chartered back to Frontline and sub-chartered by Frontline to Swiss Marine under a charterparty dated April 1, 2011. Frontline set off against the hire due from EAST and ETA the hire received under the Swiss Marine charterparty for this period. This sum of US$2,750,025.35 represented the hire that had not been paid (US$6,491,132.42) from March 18, 2011 through October 11, 2011 minus the US$3,741,107.07 already awarded for this time period in the (First) Final Partial Arbitration award and credits given for amount received under the Swiss Marine sub-charterparty.

13. The Second Final Partial Arbitration Award, also found against ETA and in favor of Frontline for damages in the sum of US$9,456,577.70, which amount represented the loss for the remainder of the Charter period after the Charter was terminated. *See Id.*

14. In an effort to enforce the London Arbitration Awards, Frontline has initiated or will initiate proceedings in London and the United Arab Emirates (UAE), including, but not limited to:

(a) Attachment and garnishment proceedings in the UAE;

(b) Recognition and enforcement proceedings in London; and

(c) Recognition and enforcement proceedings in any other jurisdiction in which assets of ETA may be located.

15. Notwithstanding service of the London Arbitration Awards on ETA and attachment of property belonging to ETA in the UAE, ETA has failed to satisfy or otherwise

respond to the London Arbitration Awards or otherwise respond to the pending applications. Based on my review of the applications and the numerous attempts to obtain satisfaction of the awards from ETA, it is apparent to me that ETA is actively seeking to evade paying the London Arbitration Awards.

16. Frontline contemplates additional applications may be necessary in order to execute on assets of ETA, depending on where such assets may be found.

VERIFICATION

Pursuant to 28 U.S.C. § 1746(1), I hereby declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 19th day of May, 2017.

Christopher M. Walker